

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:

Case No. 17-50424

ALISON J. ROSS,

Chapter 7

Debtor.

Judge Thomas J. Tucker

**ORDER DISAPPROVING THE REAFFIRMATION AGREEMENT FILED OCTOBER
23, 2017, BETWEEN THE DEBTOR AND ACAR LEASING LTD D/B/A GM
FINANCIAL LEASING (DOCKET # 20)**

This case is before the Court on the Reaffirmation Agreement between the Debtor and ACAR Leasing LTD d/b/a GM Financial Leasing (“ACAR”), filed on October 23, 2017 (Docket # 20, the “Reaffirmation Agreement”). For the reasons stated in this Order, the Court concludes that the Reaffirmation Agreement is not enforceable, and therefore must be disapproved.

Under 11 U.S.C. § 524(c)(1), a reaffirmation agreement is not enforceable unless it “was made before the granting of the discharge under section 727.” *See also In re Herrera*, 380 B.R. 446, 449-55 (Bankr. W.D. Texas 2007) and cases cited therein. As indicated in Part B of the Reaffirmation Agreement, ACAR did not sign the Reaffirmation Agreement until October 23, 2017, six days after the Debtor’s discharge order was entered on October 17, 2014 (Docket # 15). Therefore, the Reaffirmation Agreement is not enforceable.

For these reasons,

IT IS ORDERED that the Reaffirmation Agreement (Docket # 20), is disapproved, as unenforceable under 11 U.S.C. § 524(c)(1).

Signed on October 27, 2017



/s/ Thomas J. Tucker

Thomas J. Tucker
United States Bankruptcy Judge